BENGALURU SOLID WASTE MANAGEMENT LIMITED

Office of Chief Engineer & Chief General Manager (Tech), BSWML, 1st Floor, UNI Building, Thimmaiah Road, Vasanth Nagar, Bengaluru – 560 052

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No.CE&CGM(Tech)/BSWML/Adde /2024-25 Date: 13.08.2024

ADDENDUM-I

Sub: Appointment of concessionaire on Design Build Finance Operate and Transfer (DBFOT) with 100% concessionaire investment for the Collection, Primary transportation, Secondary transportation to Existing processing plants of 1750 TPD.

Ref: Tender Notification No: DGM-3/BSWML/TEND/01/2024-25 Date: 08.07.2024

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The Tender for the above said work was invited on 08.07.2024 as per tender notification No. DGM-3/BSWML/TEND/01/2024-25. In the RFP, DCA & PIM mentioned in KPP portal the clauses mentioned are to be read as under;

S.N	Particular	Clause no	Reference Document (RFP / DCA / PIM)	Page number	Addendum
1.	General	-	RFP, DCA & PIM	-	Wherever "**solid waste**" is mentioned it shall be read as "**C&D Waste**" and "**Solid Waste Management (SWM)**" as "**Construction & Demolition Waste Management (CDWM)**" and wherever necessary may read in RFP, DCA and PIM documents as above.
2.	General	-	RFP, DCA & PIM	-	The price escalation shall be 5% year on year basis on tipping fee during the concession period but after completion of first year. WPI & CPI shall not be applicable.
3.	General	Article 25	DCA	-	Clause 24.4.5 shall be prevailed, the clauses vide 25.1, 25.2 & 21.6

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					shall be replaced with matters containing vide clause 25.4
4.	(ii) on and from the COD until Termination Date, concessionaire shall deposit the **royalty and** revenue sharing in the Escrow Account on monthly basis such that the Escrow Account is funded at all times,	18.2 (b) (ii)	DCA	139 (DCA)	The text **"royalty and"** shall be deleted from the Clause 18.2 (b)(ii) in DCA.
5.	37. Mobilisation Period: 01 months from the date of receipt of letter of acceptance or from the date of handing over of the site, whichever is better.	2.1 S.N 37	RFP, DCA	**21(RFP), 14(DCA)**	37. Mobilisation Period: 01 month from the date of issue of Work Order or handing over of the facilities, whichever is later.
6.	The Bidder has to dispose the inserts at the suitable location and appropriate manner as per the methodology and rules of the receiving area and with approvals from the competent authority. The bidder will make all arrangements for waste, electricity, **DRCC Clearance consent** to operate etc, and will obtain all other required mandatory permissions clearances at his own cost	2.1.16	RFP	**17**	The text pertaining to **"DRCC Clearance consent"** shall be omitted in Clause 2.1.16 of RFP
7.	The Applicants shall quote in the Bid Price Sheet, for the Project, the: (a) capital cost (including all Taxes); (b) O&M Charges for the first month after COD (including all Taxes); (c) Guaranteed Energy Consumption for the O&M Period; and (d) land requirement. Based on these components quoted by an Applicant, the Bid Price will be calculated by the system using the formula set out in the Bid Price Sheet.	2.15.1.b	RFP	35	The additional text to be included in the clause 2.15.1.b is as follows: **"GST to be paid extra and land to be provided by the Authority"**
8.	**d)** As per PPP policy, 70% of the land to be used for establishing processing plants is available and same is available. e) BSWML shall ensure that after obtaining the EC on name of BSWML, the	**6.1.1.d & 6.1.1.e**	DCA	51	The clause 6.1.1.d & 6.1.1.e shall be read as **not applicable.**

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	land shall be transferred to Concessionaire before signing of the Agreement.				
9.	e) provide the Sites on leave and license basis free from Encumbrance to the Concessionaire and ensure that no barriers are erected or placed on or about the Sites by any Government Instrumentality or persons claiming through or under any Government Instrumentality, except for reasons of Safety Requirements, Emergency, national security, or law and order;	6.1.2.e	DCA	51	The clause 6.1.2.e & 6.1.1.e shall be read as **not applicable.**
10.	Except as specifically provided in this Agreement, the Project Engineer shall have no **BSWML**, whether express or implied, to amend, vary or curtail any of the rights or obligations of the Parties.	Article 13, Cl. No. 13.5	DCA	82	The term "BSWML" in this clause is replaced with "authority" and may read accordingly.
11.	The O&M Payments shall be paid by the State Government or BSWML to the Concessionaire on a [monthly] basis. For each of the Project Facilities, the Concessionaire shall submit an Invoice to BSWML for each [month/quarter] on or before the 7th (seventh) day of the [month], which should set out: (i) the Capex Annuity due to the Concessionaire in such [month], along with interest; (ii) the C&D Charges due to the Concessionaire in such [month];	Article-18, Cl. No. 18.1.6 (h)	DCA	137	The following "which should set out: (i) the Capex Annuity due to the Concessionaire in such [month], along with interest; (ii) the C&D Charges due to the Concessionaire in such [month]; shall be read as **not applicable**
12.	[Provided assistance and facilitated in execution of Power Purchase Agreement between the Concessionaire and Karnataka Electricity Board;]	4.1.2 (j)	DCA	33	This clause shall be read as **not applicable.**
13.	[Made an application to Karnataka Electricity Regulatory Commission (the "Power Regulator") for fixing power tariff for the waste processing plant to be paid by	4.1.3.p	DCA	35	This clause shall be read as **not applicable.**

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	the Karnataka Electricity Board, as provided Power Purchase Agreement (PPA) signed between Concessionaire and Karnataka Electricity Board separately];				
14.	The Financial Evaluation of Bid is as per KPPP rules. 1. The financial bids of the packages shall be opened independently for each package after the technical evaluation and score of the bidders are determined. 2. The quoted rate for each individual package shall be ascertained independently and accordingly awarded the contracts of packages.	2.21(d)(1)	RFP	45	This clause shall be replaced as follows: "The Financial Evaluation of Bid is as per KPPP rules: The financial bids of all technically qualified bidders shall be opened and the ranking shall be done and evaluation shall be done as per Clause No. 3.3"
15.	For BSWML's other civil works/bulk generators having quantity equal or more than 20MT per day or 300 MT per project per month there will be two cases as mentioned below. The C&D waste supplied by bulk generators are required to take the processed materials to their upcoming projects at the rates applicable as per the local SR rates	2.1.10	RFP, DCA	RFP(16), DCA(19)	The following para "as mentioned below. The C&D waste supplied by bulk generators are required to take the processed materials to their upcoming projects at the rates applicable as per the local SR rates" shall be omitted in Clause No. 2.1.10 of RFP , DCA and PIM.
16.	In each of the Financial Years [Mention the 5 Financial Years preceding the Proposal Due Date], the Applicant's Net Worth (as per the audited annual financial statements) shall be at least INR [25% to 33% of the Bid Project Cost of the corresponding package].	Clause no. 3.1.5 (a) (i)	RFP	53	This clause shall be read as "In **any two financial years** out of 5 financial years" and remaining text of the para shall remain same
17.	Subject to and in accordance with the provisions of this Agreement, Applicable Laws and Applicable Permits, BSWML, awards to the Concessionaire the concession set forth herein including exclusive right, license and BSWML to establish the processing facilities and transport mechanism (the "Concession"), during the period of [24 (twenty four)	Article 2, Cl. No. 3.1.1	DCA	23	This clause shall be replaced as follows: "The concessionaire period is 15 years extendable upto another 5 years from the date of COD based on the mutual consent from the both the parties. The procurement of the vehicles should conclude within 12 months from the date of

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	months]for C&D Waste at the Collection, Transportation and Processing facilities as well as Construction of Project Facilities, and Operation and Maintenance Period of [15 (fifteen) years] commencing from Commercial Operation Date (the "COD") of the Processing facilities, and the Concessionaire hereby accepts the Concession and agrees to implement the Project subject to and in accordance with the terms and conditions set forth in this Agreement.				issue of work order or handing over of facilities, whichever is later. (12 months which is including mobilization period of 1 month)
18.	The O&M Payments shall be paid by the State Government or BSWML to the Concessionaire on a [monthly] basis. For each of the Project Facilities, the Concessionaire shall submit an Invoice to BSWML for each [month/quarter] on or before the 7th (seventh) day of the [month], which should set out: (i) the Capex Annuity due to the Concessionaire in such [month], along with interest; (ii) the C&D Charges due to the Concessionaire in such [month];	Article-18, Cl. No. 18.1.6 (h) DCA	DCA	137	*The following para* "For each of the Project Facilities, the Concessionaire shall submit an Invoice to BSWML for each [month/quarter] on or before the 7th (seventh) day of the [month], which should set out: (i) the Capex Annuity due to the Concessionaire in such [month], along with interest; (ii) the C&D Charges due to the Concessionaire in such [month];" **shall be deleted.**
19.	Construction Manager: A consultant, acting as agent of the Employer, engaged to coordinate and monitor the timing of preparation, tender award, and execution of a number of different contracts comprising a project, but does not take on the responsibility for price, quality, or performance of those contracts. DPCC Clearance Consent	Definitions	RFP	9	The following text "DPCC Clearance Consent" **shall be deleted.**
20.	General	Article - 19	DCA	149-154	1. Clause no. 18.4.1 shall be read as 19.4.1 2. Clause no. 18.4.2 shall be read as

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					19.4.2, 3. clause no. 18.4.3 shall be read as 19.4.3, 4. clause no. 18.4.4 shall be read as 19.4.4, 5. clause no. 18.5 shall be read as 19.5, 6. clause no. 18.5.1 shall be read as 19.5.1, 7. clause no. 18.5.2 shall be read as 19.5.2, 8. clause no. 18.5.3 shall be read as 19.5.3, 9. clause no. 18.6 shall be read as 19.6
21.	General – Addition to the RFP document.	Appendix – 1; Form-19	RFP		Refer **Annexure-A** for the format "Information regarding Anti-Blacklisting – Affidavit" and this shall be the part of the RFP document.

For Further details visit GOK KPP Portal Website www.kppp.karnataka.gov.in

Chief Engineer &
Chief General Manager (Tech)
BSWML

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APPENDIX - I

Form – 19

Information regarding Anti-Blacklisting – Affidavit

(On a Stamp Paper of value of Rs.500)

I, M/s. ..... (Single Business Entity/Lead Member/ Other Member/s), (the names and addresses of the registered office) hereby certify and confirm that we or any of our promoter/s/ director's are not barred by Bengaluru Solid Waste Management Limited ("BSWML") / any other entity of Government of Karnataka or blacklisted by any state government or central government/ department urban local body/agency in India from participating in bidding process, either individually or as member of a Consortium as on the ..... (Bid Due Date).

We further confirm that we are aware that our Proposal for the Assignment would be liable for rejection in case any material misrepresentation is made or discovered with regard to the requirements of this RFP at any stage of the Bidding Process or thereafter during the agreement period.

Dated this ..... Day of ..... 20....

Signature of the Authorised person

Name of the Authorised Person

To be executed separately by all the Members in case of Consortium

[Notary Seal and Signature]

Contractor

BSWML Engineer

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